

RECORDATION NO.

18409-S
FILED

MAR 04 '09 -1:30 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

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OF COUNSEL
URBAN A. LESTER

March 4, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated March 3, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates documents previously filed with the Board under Recordation Number 18409.

The names and addresses of the parties to the enclosed document are:

Assignor: Cargill, Incorporated, as assignee of,
Cargill Leasing Corporation,
15615 McGinty Road West
Wayzata, MN 55391

Assignee: Infinity Rail II, LLC
1355 Peachtree Street
Suite 750 - South Tower
Atlanta, GA 30309

Lessee: GATX Corporation
500 Monroe Street
Chicago, IL 60661

Anne K. Quinlan, Esquire
March 4, 2009
Page 2

A description of the railroad equipment covered by the enclosed document is:

384 steel coal gondola railcars within the following series: GACX 8801 - GACX 8890; GCCX 4001 - 4349 and PNHX 1000 - PNHX 1099; (previously marked within the series ARHX 1 - ARHX 349 and PNHX 1000 - PNHX 1099) as more particularly set forth in the attachment to the document

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 18409-S FILED

MAR 04 '09 -1 30 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of March 3, 2009, is entered into by and between CARGILL, INCORPORATED, a Delaware corporation, as assignee of Cargill Leasing Corporation (the "Assignor"), and INFINITY RAIL II, LLC, a Georgia limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to that certain Equipment Lease Agreement (GATX Trust No. 93-C) dated as of September 1, 1993 by and between GATX Corporation, a New York corporation, as successor by merger to GATX Capital Corporation, as lessee (the "Lessee"), and Wilmington Trust Company, a Delaware banking corporation, as lessor (the "Owner Trustee"), as amended by that certain Amendment No. 1 to Equipment Lease Agreement dated as of March 1, 1994 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Lease"), which Lease now covers 384 steel coal gondola railcars described in Exhibit A hereto (the "Equipment"); references herein to the Lease refer to the Lease only to the extent it relates to the Equipment, and such references do not refer to the Lease to the extent it relates to any other railcars;

WHEREAS, the parties hereto wish to effect the assignment by the Assignor to the Assignee of all the right, title and interest of the Assignor in and to the Lease and the assumption by the Assignee of all the duties and obligations of the Assignor under the Lease that accrue from and after the date hereof (the "Assignment Date"); and

WHEREAS, the Assignor acquired the Owner Trustee's interest in the Lease by virtue of that certain Termination of Trust Agreement of even date herewith by and among the Assignor, the Owner Trustee, U.S. Bank National Association, a national banking association, as assignee of State Street Bank and Trust Company of Connecticut, National Association (the "Indenture Trustee"), and each of the loan participants that are signatories thereto (the "Loan Participants"), under which the Owner Trustee assigned, transferred, delivered and conveyed to the Assignor all of the Owner Trustee's right, title, claim and interest in and to the Equipment, Lease and each other Operative Document as therein defined.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. **Assignment.** The Assignor does hereby ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO THE ASSIGNEE, ITS SUCCESSORS AND PERMITTED ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of the Assignor's right, title, claim and interest in, to and under the Lease, all of the Assignor's rights (to the extent relating to the Lease and the Equipment) under Section 7 of that certain Participation Agreement dated as of September 1, 1993 by and among the Assignor, the Owner Trustee, the Indenture Trustee, the

Lessee and the Loan Participants (as amended, restated, supplemented or otherwise modified from time to time), and any and all rights and benefits associated with the foregoing, including, without limitation, all rights of the Assignor to enforce the Lease against the Lessee thereunder. Notwithstanding anything to the contrary contained herein, the Assignor shall continue to be entitled to the benefit of any right to indemnification for tax or other matters that arose or may arise from, or be related to, any event or circumstance occurring or in existence prior to the Assignment Date.

3. Assumption. The Assignee hereby accepts the assignment set forth above and hereby confirms that it shall be deemed a party to, or the beneficiary of, the Lease as of the Assignment Date, and the Assignee agrees to be bound by all of the terms of, and assumes all of the commitments, duties and obligations of the Assignor contained in, the Lease; provided, that such commitments, duties and obligations will occur or arise only from and after the Assignment Date. As of the Assignment Date, the Assignor shall be released and discharged from, and shall not be responsible to the Lessee or any other person or entity for, the discharge or performance of any duty or obligation pursuant to or in connection with, the Lease to the extent, but only to the extent, occurring or arising from and after the Assignment Date, and the Assignee shall be substituted in lieu of the Assignor under the Lease. The Assignee shall not be responsible to any person or entity for the discharge or performance of any duty or obligation of the Assignor in connection with the Lease occurring or arising prior to the Assignment Date.

4. Acknowledgment and Agreement. By signing the Acknowledgment and Agreement attached hereto, the Lessee hereby acknowledges the foregoing assignment and assumption and agrees that the Assignor shall be released and discharged from, and shall not be responsible to any person or entity for, the discharge or performance of any duty, obligation or agreement pursuant to, or in connection with, the Lease to the extent occurring or arising from and after the Assignment Date. The Lessee further acknowledges that it shall look solely and exclusively to the Assignee for performance of each such duty, obligation and agreement under the Lease to the extent occurring or arising from and after the Assignment Date and that the Assignee shall be entitled to enforce the Lease against the Lessee as if the Assignee were the original signatory or beneficiary thereof.

5. Future Payments by Lessee. The entire amount of the final payment of Basic Rent due from the Lessee on March 23, 2009, shall be for the account of the Assignee, as will any other monies due and payable by the Lessee on or after the Assignment Date, including, but not limited to, any other Base Rent, Supplemental Rent, termination payments and payments of Stipulated Loss Value.

6. Further Assurances. The Assignor agrees to execute and deliver such further documents, and to do such further things, as the Assignee may reasonably request in order to more fully implement this Agreement. The Assignee agrees to execute and deliver such further documents and to do such further things as the Assignor may reasonably request in order to more fully implement this Agreement.

7. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

9. **Effectiveness.** This Agreement shall become effective on the Assignment Date after it has been duly executed and delivered by the parties hereto.

10. **Notices.** The Lessee acknowledges that, in a separate acknowledgement and consent executed by the Assignee and the Lessee, the Assignee has advised the Lessee of the Assignee's address for purposes of notices under the Lease and for receiving payments by the Lessee under the Lease.

Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

CARGILL, INCORPORATED, as Assignor

By: *Kathleen Wylie*
Name: Kathleen Wylie
Title: Cash Mgmt. Advisor

STATE OF Minnesota)

)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 3rd day of March,
2009, by Kathleen Wylie, a/an Cash Mgmt. Advisor of Cargill,
Incorporated, a Delaware corporation, on behalf of said corporation.

Gerry Thussie
Notary Public
My commission expires: 4/31/11
[Notarial Seal]:

(Signature Page to Assignment and Assumption Agreement)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

CARGILL, INCORPORATED, as Assignor

By: _____

Name: David B. Braden
Title: Assistant Vice President and Assistant Treasurer

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by David B. Braden, an Assistant Vice President and Assistant Treasurer of Cargill, Incorporated, a Delaware corporation, on behalf of said corporation.

Notary Public
My commission expires:

[NOTARIAL SEAL]

INFINITY RAIL II, LLC, as Assignee
~~infinity Asset Management T.J. C. Inc Manager~~

By: _____

Name: Jeffrey E. Edelman
Title: President

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 21st day of February, 2009, 2009, by Jeffrey E. Edelman, the President of Infinity Asset Management, LLC, Manager of Infinity Rail II, LLC, a Georgia limited liability company, on behalf of said company.

Stephen Cassman
Notary Public
My commission expires:

[NOTARIAL SEAL]

Notary Public D-11-2008-000000
My Commission Exp. 2-24-2009

(Signature Page to Assignment and Assumption Agreement)

Acknowledged, Agreed and Accepted:

GATX CORPORATION, as Lessee

By: John Zernach
Name: John Zernach
Title: Vice President

(Signature Page to Assignment and Assumption Agreement)

Exhibit A

EQUIPMENT

Three hundred and eighty-four (384) steel coal gondola railcars with the following reporting marks and road numbers:

1. GROUP A CARS:

Railcar ID	Resequenced From	Financier Equipment Pool Group
GACX008801	ARIIX000003	GATX 1993-C V
GACX008802	ARIIX000008	GATX 1993-C V
GACX008803	ARIIX000018	GATX 1993-C V
GACX008804	ARIIX000039	GATX 1993-C V
GACX008805	ARHX000047	GATX 1993-C V
GACX008806	ARIIX000057	GATX 1993-C V
GACX008807	ARIIX000070	GATX 1993-C V
GACX008808	ARIIX000073	GATX 1993-C V
GACX008809	ARIIX000082	GATX 1993-C V
GACX008810	ARIIX000090	GATX 1993-C V
GACX008811	ARIIX000095	GATX 1993-C V
GACX008812	ARHX000103	GATX 1993-C V
GACX008813	ARIIX000104	GATX 1993-C V
GACX008814	ARHX000107	GATX 1993-C V
GACX008815	ARIIX000108	GATX 1993-C V
GACX008816	ARHX000111	GATX 1993-C V
GACX008817	ARHX000116	GATX 1993-C V
GACX008818	ARIIX000122	GATX 1993-C V
GACX008819	ARIIX000125	GATX 1993-C V
GACX008820	ARIIX000135	GATX 1993-C V
GACX008821	ARIIX000136	GATX 1993-C V
GACX008822	ARIIX000139	GATX 1993-C V
GACX008823	ARHX000205	GATX 1993-C V
GACX008824	ARIIX000207	GATX 1993-C V
GACX008825	ARHX000210	GATX 1993-C V
GACX008826	ARIIX000219	GATX 1993-C V
GACX008827	ARIIX000220	GATX 1993-C V
GACX008828	ARIIX000221	GATX 1993-C V
GACX008829	ARIIX000231	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
GACX008830	ARHX000263	GATX 1993-C V
GACX008831	ARIIX000266	GATX 1993-C V
GACX008832	ARHX000268	GATX 1993-C V
GACX008833	ARHX000276	GATX 1993-C V
GACX008834	ARIIX000280	GATX 1993-C V
GACX008835	ARHX000285	GATX 1993-C V
GACX008836	ARHX000291	GATX 1993-C V
GACX008838	ARIIX000301	GATX 1993-C V
GACX008839	ARIIX000302	GATX 1993-C V
GACX008840	ARIIX000308	GATX 1993-C V
GACX008841	ARHX000309	GATX 1993-C V
GACX008842	ARIIX000311	GATX 1993-C V
GACX008843	ARHX000312	GATX 1993-C V
GACX008844	ARIIX000313	GATX 1993-C V
GACX008845	ARIIX000315	GATX 1993-C V
GACX008846	ARIIX000323	GATX 1993-C V
GACX008847	ARIIX000338	GATX 1993-C V
GACX008848	ARIIX000347	GATX 1993-C V
GACX008849	PNIIX001003	GATX 1993-C V
GACX008850	PNIIX001004	GATX 1993-C V
GACX008851	PNHX001006	GATX 1993-C V
GACX008852	PNIIX001011	GATX 1993-C V
GACX008853	PNIIX001012	GATX 1993-C V
GACX008854	PNIIX001013	GATX 1993-C V
GACX008855	PNIIX001014	GATX 1993-C V
GACX008856	PNIIX001015	GATX 1993-C V
GACX008857	PNHX001017	GATX 1993-C V
GACX008858	PNIIX001022	GATX 1993-C V
GACX008859	PNHX001023	GATX 1993-C V
GACX008860	PNIIX001024	GATX 1993-C V
GACX008861	PNIIX001026	GATX 1993-C V
GACX008862	PNIIX001029	GATX 1993-C V
GACX008863	PNIIX001033	GATX 1993-C V
GACX008864	PNIIX001034	GATX 1993-C V
GACX008865	PNIIX001035	GATX 1993-C V
GACX008866	PNHX001040	GATX 1993-C V

Railcar ID	Resencilled From	Financier Equipment Pool Group
GACX008867	PNIIX001043	GATX 1993-C V
GACX008868	PNHX001044	GATX 1993-C V
GACX008869	PNHX001045	GATX 1993-C V
GACX008870	PNIIX001047	GATX 1993-C V
GACX008871	PNIIX001048	GATX 1993-C V
GACX008872	PNIIX001049	GATX 1993-C V
GACX008873	PNHX001050	GATX 1993-C V
GACX008874	PNIIX001051	GATX 1993-C V
GACX008875	PNHX001060	GATX 1993-C V
GACX008876	PNHX001062	GATX 1993-C V
GACX008877	PNIIX001066	GATX 1993-C V
GACX008878	PNIIX001068	GATX 1993-C V
GACX008879	PNIIX001073	GATX 1993-C V
GACX008880	PNIIX001074	GATX 1993-C V
GACX008881	PNIIX001075	GATX 1993-C V
GACX008882	PNHX001080	GATX 1993-C V
GACX008883	PNHX001081	GATX 1993-C V
GACX008884	PNIIX001082	GATX 1993-C V
GACX008885	PNIIX001083	GATX 1993-C V
GACX008886	PNIIX001086	GATX 1993-C V
GACX008887	PNIIX001087	GATX 1993-C V
GACX008888	PNIIX001089	GATX 1993-C V
GACX008889	PNIIX001091	GATX 1993-C V
GACX008890	PNHX001093	GATX 1993-C V
GCCX004013	ARIIX000013	GATX 1993-C V
GCCX004022	ARIIX000022	GATX 1993-C V
GCCX004029	ARIIX000029	GATX 1993-C V
GCCX004032	ARIIX000032	GATX 1993-C V
GCCX004037	ARIIX000037	GATX 1993-C V
GCCX004041	ARIIX000041	GATX 1993-C V
GCCX004046	ARIIX000046	GATX 1993-C V
GCCX004068	ARIIX000068	GATX 1993-C V
GCCX004078	ARIIX000078	GATX 1993-C V
GCCX004079	ARIIX000079	GATX 1993-C V
GCCX004091	ARIIX000091	GATX 1993-C V
GCCX004098	ARHX000098	GATX 1993-C V

Railcar ID	Restencilled From	Financer Equipment Pool Group
GCCX004099	ARIIX000099	GATX 1993-C V
GCCX004106	ARIIX000106	GATX 1993-C V
GCCX004123	ARHX000123	GATX 1993-C V
GCCX004132	ARIIX000132	GATX 1993-C V
GCCX004138	ARIIX000138	GATX 1993-C V
GCCX004211	ARHX000211	GATX 1993-C V
GCCX004232	ARHX000232	GATX 1993-C V
GCCX004243	ARIIX000243	GATX 1993-C V
GCCX004246	ARIIX000246	GATX 1993-C V
GCCX004271	ARHX000271	GATX 1993-C V
GCCX004277	ARHX000277	GATX 1993-C V
GCCX004292	ARIIX000292	GATX 1993-C V
GCCX004294	ARIIX000294	GATX 1993-C V
GCCX004304	ARIIX000304	GATX 1993-C V
GCCX004319	ARHX000319	GATX 1993-C V
GCCX004320	ARHX000320	GATX 1993-C V
GCCX004322	ARHX000322	GATX 1993-C V
GCCX004333	ARIIX000333	GATX 1993-C V
GCCX004339	ARIIX000339	GATX 1993-C V
GCCX004348	ARHX000348	GATX 1993-C V
PNIIX001000	PNHX001000	GATX 1993-C V
PNHX001001	PNHX001001	GATX 1993-C V
PNHX001002	PNHX001002	GATX 1993-C V
PNIIX001005	PNIIX001005	GATX 1993-C V
PNIIX001007	PNIIX001007	GATX 1993-C V
PNIIX001008	PNIIX001008	GATX 1993-C V
PNIIX001009	PNIIX001009	GATX 1993-C V
PNIIX001010	PNIIX001010	GATX 1993-C V
PNHX001016	PNIIX001016	GATX 1993-C V
PNIIX001018	PNIIX001018	GATX 1993-C V
PNIIX001020	PNHX001020	GATX 1993-C V
PNIIX001021	PNIIX001021	GATX 1993-C V
PNIIX001025	PNIIX001025	GATX 1993-C V
PNHX001027	PNIIX001027	GATX 1993-C V
PNIIX001028	PNIIX001028	GATX 1993-C V
PNIIX001030	PNIIX001030	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
PNIIX001031	PNHX001031	GATX 1993-C V
PNIIX001032	PNIIX001032	GATX 1993-C V
PNIIX001036	PNIIX001036	GATX 1993-C V
PNIIX001037	PNIIX001037	GATX 1993-C V
PNIIX001038	PNIIX001038	GATX 1993-C V
PNIIX001039	PNIHX001039	GATX 1993-C V
PNIIX001041	PNIIX001041	GATX 1993-C V
PNHX001042	PNHX001042	GATX 1993-C V
PNHX001046	PNIIX001046	GATX 1993-C V
PNIIX001052	PNIIX001052	GATX 1993-C V
PNIIX001053	PNIIX001053	GATX 1993-C V
PNIIX001054	PNIIX001054	GATX 1993-C V
PNIIX001055	PNIIX001055	GATX 1993-C V
PNIIX001056	PNIIX001056	GATX 1993-C V
PNHX001057	PNHX001057	GATX 1993-C V
PNHX001058	PNIIX001058	GATX 1993-C V
PNHX001059	PNIIX001059	GATX 1993-C V
PNHX001061	PNIIX001061	GATX 1993-C V
PNHX001063	PNIIX001063	GATX 1993-C V
PNIIX001064	PNHX001064	GATX 1993-C V
PNHX001065	PNIIX001065	GATX 1993-C V
PNIIX001067	PNIIX001057	GATX 1993-C V
PNIIX001069	PNIIX001069	GATX 1993-C V
PNIIX001070	PNHX001070	GATX 1993-C V
PNIIX001071	PNIIX001071	GATX 1993-C V
PNHX001072	PNIIX001072	GATX 1993-C V
PNIIX001076	PNIIX001076	GATX 1993-C V
PNIIX001077	PNIIX001077	GATX 1993-C V
PNIIX001079	PNIIX001079	GATX 1993-C V
PNHX001084	PNIIX001084	GATX 1993-C V
PNIIX001085	PNHX001085	GATX 1993-C V
PNIIX001088	PNIIX001088	GATX 1993-C V
PNIIX001090	PNIIX001090	GATX 1993-C V
PNIIX001092	PNIIX001092	GATX 1993-C V
PNIIX001095	PNIIX001095	GATX 1993-C V
PNIIX001096	PNIIX001096	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
PNIIX001097	PNIIX001097	GATX 1993-C V
PNIIX001098	PNIIX001098	GATX 1993-C V
PNIIX001099	PNIIX001099	GATX 1993-C V

2. GROUP B CARS:

Railcar ID	Restencilled From	Financier Equipment Pool Group
GCCX004001	ARIIX000001	GATX 1993-C V
GCCX004002	ARIIX000002	GATX 1993-C V
GCCX004004	ARIIX000004	GATX 1993-C V
GCCX004005	ARIIX000005	GATX 1993-C V
GCCX004006	ARIIX000006	GATX 1993-C V
GCCX004007	ARHX000007	GATX 1993-C V
GCCX004009	ARIIX000009	GATX 1993-C V
GCCX004010	ARIIX000010	GATX 1993-C V
GCCX004011	ARIIX000011	GATX 1993-C V
GCCX004012	ARIIX000012	GATX 1993-C V
GCCX004014	ARIIX000014	GATX 1993-C V
GCCX004015	ARIIX000015	GATX 1993-C V
GCCX004016	ARHX000016	GATX 1993-C V
GCCX004017	ARIIX000017	GATX 1993-C V
GCCX004019	ARIIX000019	GATX 1993-C V
GCCX004020	ARIIX000020	GATX 1993-C V
GCCX004021	ARIIX000021	GATX 1993-C V
GCCX004023	ARIIX000023	GATX 1993-C V
GCCX004024	ARIIX000024	GATX 1993-C V
GCCX004025	ARIIX000025	GATX 1993-C V
GCCX004026	ARIIX000026	GATX 1993-C V
GCCX004027	ARIIX000027	GATX 1993-C V
GCCX004028	ARIIX000028	GATX 1993-C V
GCCX004030	ARIIX000030	GATX 1993-C V
GCCX004031	ARHX000031	GATX 1993-C V
GCCX004034	ARIIX000034	GATX 1993-C V
GCCX004035	ARHX000035	GATX 1993-C V
GCCX004036	ARIIX000036	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
GCCX004038	ARIIX000038	GATX 1993-C V
GCCX004040	ARHX000040	GATX 1993-C V
GCCX004042	ARIIX000042	GATX 1993-C V
GCCX004043	ARIIX000043	GATX 1993-C V
GCCX004044	ARHX000044	GATX 1993-C V
GCCX004045	ARHX000045	GATX 1993-C V
GCCX004048	ARIIX000048	GATX 1993-C V
GCCX004049	ARHX000049	GATX 1993-C V
GCCX004050	ARIIX000050	GATX 1993-C V
GCCX004051	ARHX000051	GATX 1993-C V
GCCX004052	ARIIX000052	GATX 1993-C V
GCCX004053	ARIIX000053	GATX 1993-C V
GCCX004054	ARIIX000054	GATX 1993-C V
GCCX004055	ARIIX000055	GATX 1993-C V
GCCX004056	ARIIX000056	GATX 1993-C V
GCCX004058	ARIIX000058	GATX 1993-C V
GCCX004059	ARIIX000059	GATX 1993-C V
GCCX004060	ARHX000060	GATX 1993-C V
GCCX004061	ARIIX000061	GATX 1993-C V
GCCX004062	ARIIX000062	GATX 1993-C V
GCCX004063	ARHX000063	GATX 1993-C V
GCCX004064	ARIIX000064	GATX 1993-C V
GCCX004065	ARHX000065	GATX 1993-C V
GCCX004066	ARIIX000066	GATX 1993-C V
GCCX004067	ARIIX000067	GATX 1993-C V
GCCX004069	ARIIX000069	GATX 1993-C V
GCCX004071	ARHX000071	GATX 1993-C V
GCCX004072	ARHX000072	GATX 1993-C V
GCCX004074	ARIIX000074	GATX 1993-C V
GCCX004075	ARIIX000075	GATX 1993-C V
GCCX004076	ARIIX000076	GATX 1993-C V
GCCX004077	ARIIX000077	GATX 1993-C V
GCCX004080	ARIIX000080	GATX 1993-C V
GCCX004081	ARIIX000081	GATX 1993-C V
GCCX004083	ARHX000083	GATX 1993-C V
GCCX004084	ARIIX000084	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
GCCX004085	ARHX000085	GATX 1993-C V
GCCX004086	ARIIX000086	GATX 1993-C V
GCCX004087	ARHX000087	GATX 1993-C V
GCCX004088	ARIIX000088	GATX 1993-C V
GCCX004089	ARIIX000089	GATX 1993-C V
GCCX004092	ARIIX000092	GATX 1993-C V
GCCX004093	ARHX000093	GATX 1993-C V
GCCX004094	ARIIX000094	GATX 1993-C V
GCCX004096	ARIIX000096	GATX 1993-C V
GCCX004097	ARIIX000097	GATX 1993-C V
GCCX004100	ARIIX000100	GATX 1993-C V
GCCX004101	ARIIX000101	GATX 1993-C V
GCCX004102	ARHX000102	GATX 1993-C V
GCCX004105	ARIIX000105	GATX 1993-C V
GCCX004109	ARIIX000109	GATX 1993-C V
GCCX004110	ARIIX000110	GATX 1993-C V
GCCX004112	ARIIX000112	GATX 1993-C V
GCCX004113	ARIIX000113	GATX 1993-C V
GCCX004114	ARIIX000114	GATX 1993-C V
GCCX004115	ARIIX000115	GATX 1993-C V
GCCX004117	ARIIX000117	GATX 1993-C V
GCCX004118	ARHX000118	GATX 1993-C V
GCCX004119	ARIIX000119	GATX 1993-C V
GCCX004120	ARIIX000120	GATX 1993-C V
GCCX004121	ARIIX000121	GATX 1993-C V
GCCX004124	ARIIX000124	GATX 1993-C V
GCCX004126	ARIIX000126	GATX 1993-C V
GCCX004127	ARIIX000127	GATX 1993-C V
GCCX004128	ARIIX000128	GATX 1993-C V
GCCX004129	ARIIX000129	GATX 1993-C V
GCCX004130	ARIIX000130	GATX 1993-C V
GCCX004131	ARIIX000131	GATX 1993-C V
GCCX004133	ARIIX000133	GATX 1993-C V
GCCX004134	ARIIX000134	GATX 1993-C V
GCCX004137	ARIIX000137	GATX 1993-C V
GCCX004200	ARIIX000200	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
GCCX004201	ARHX000201	GATX 1993-C V
GCCX004202	ARHX000202	GATX 1993-C V
GCCX004203	ARIIX000203	GATX 1993-C V
GCCX004204	ARIIX000204	GATX 1993-C V
GCCX004206	ARHX000206	GATX 1993-C V
GCCX004208	ARIIX000208	GATX 1993-C V
GCCX004209	ARIIX000209	GATX 1993-C V
GCCX004212	ARHX000212	GATX 1993-C V
GCCX004213	ARIIX000213	GATX 1993-C V
GCCX004214	ARIIX000214	GATX 1993-C V
GCCX004215	ARIIX000215	GATX 1993-C V
GCCX004216	ARIIX000216	GATX 1993-C V
GCCX004217	ARIIX000217	GATX 1993-C V
GCCX004218	ARIIX000218	GATX 1993-C V
GCCX004222	ARIIX000222	GATX 1993-C V
GCCX004223	ARHX000223	GATX 1993-C V
GCCX004224	ARIIX000224	GATX 1993-C V
GCCX004225	ARIIX000225	GATX 1993-C V
GCCX004226	ARIIX000226	GATX 1993-C V
GCCX004227	ARIIX000227	GATX 1993-C V
GCCX004228	ARIIX000228	GATX 1993-C V
GCCX004229	ARHX000229	GATX 1993-C V
GCCX004230	ARIIX000230	GATX 1993-C V
GCCX004233	ARIIX000233	GATX 1993-C V
GCCX004234	ARIIX000234	GATX 1993-C V
GCCX004235	ARIIX000235	GATX 1993-C V
GCCX004236	ARHX000236	GATX 1993-C V
GCCX004237	ARIIX000237	GATX 1993-C V
GCCX004238	ARIIX000238	GATX 1993-C V
GCCX004239	ARIIX000239	GATX 1993-C V
GCCX004240	ARIIX000240	GATX 1993-C V
GCCX004241	ARIIX000241	GATX 1993-C V
GCCX004242	ARIIX000242	GATX 1993-C V
GCCX004244	ARHX000244	GATX 1993-C V
GCCX004245	ARIIX000245	GATX 1993-C V
GCCX004247	ARIIX000247	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
GCCX004248	ARHX000248	GATX 1993-C V
GCCX004249	ARHX000249	GATX 1993-C V
GCCX004250	ARHX000250	GATX 1993-C V
GCCX004251	ARHX000251	GATX 1993-C V
GCCX004252	ARHX000252	GATX 1993-C V
GCCX004253	ARHX000253	GATX 1993-C V
GCCX004254	ARIIX000254	GATX 1993-C V
GCCX004255	ARHX000255	GATX 1993-C V
GCCX004256	ARHX000256	GATX 1993-C V
GCCX004257	ARIIX000257	GATX 1993-C V
GCCX004258	ARHX000258	GATX 1993-C V
GCCX004259	ARIIX000259	GATX 1993-C V
GCCX004260	ARIIX000260	GATX 1993-C V
GCCX004261	ARHX000261	GATX 1993-C V
GCCX004262	ARIIX000262	GATX 1993-C V
GCCX004264	ARIIX000264	GATX 1993-C V
GCCX004265	ARIIX000265	GATX 1993-C V
GCCX004267	ARHX000267	GATX 1993-C V
GCCX004269	ARIIX000269	GATX 1993-C V
GCCX004270	ARHX000270	GATX 1993-C V
GCCX004272	ARIIX000272	GATX 1993-C V
GCCX004273	ARIIX000273	GATX 1993-C V
GCCX004274	ARIIX000274	GATX 1993-C V
GCCX004275	ARHX000275	GATX 1993-C V
GCCX004278	ARIIX000278	GATX 1993-C V
GCCX004279	ARIIX000279	GATX 1993-C V
GCCX004281	ARHX000281	GATX 1993-C V
GCCX004282	ARIIX000282	GATX 1993-C V
GCCX004283	ARIIX000283	GATX 1993-C V
GCCX004284	ARIIX000284	GATX 1993-C V
GCCX004286	ARIIX000286	GATX 1993-C V
GCCX004287	ARIIX000287	GATX 1993-C V
GCCX004288	ARIIX000288	GATX 1993-C V
GCCX004289	ARHX000289	GATX 1993-C V
GCCX004290	ARIIX000290	GATX 1993-C V
GCCX004293	ARIIX000293	GATX 1993-C V

Railcar ID	Restencilled From	Financier Equipment Pool Group
GCCX004295	ARHX000295	GATX 1993-C V
GCCX004297	ARIIX000297	GATX 1993-C V
GCCX004298	ARIIX000298	GATX 1993-C V
GCCX004299	ARIIX000299	GATX 1993-C V
GCCX004300	ARIIX000300	GATX 1993-C V
GCCX004303	ARHX000303	GATX 1993-C V
GCCX004305	ARHX000305	GATX 1993-C V
GCCX004306	ARHX000306	GATX 1993-C V
GCCX004307	ARIIX000310	GATX 1993-C V
GCCX004310	ARIIX000310	GATX 1993-C V
GCCX004314	ARIIX000314	GATX 1993-C V
GCCX004316	ARHX000316	GATX 1993-C V
GCCX004317	ARHX000317	GATX 1993-C V
GCCX004318	ARHX000318	GATX 1993-C V
GCCX004321	ARIIX000321	GATX 1993-C V
GCCX004324	ARIIX000324	GATX 1993-C V
GCCX004325	ARIIX000325	GATX 1993-C V
GCCX004326	ARIIX000326	GATX 1993-C V
GCCX004327	ARIIX000327	GATX 1993-C V
GCCX004328	ARIIX000328	GATX 1993-C V
GCCX004329	ARIIX000329	GATX 1993-C V
GCCX004330	ARIIX000330	GATX 1993-C V
GCCX004331	ARIIX000331	GATX 1993-C V
GCCX004332	ARHX000332	GATX 1993-C V
GCCX004334	ARIIX000334	GATX 1993-C V
GCCX004335	ARIIX000335	GATX 1993-C V
GCCX004336	ARIIX000336	GATX 1993-C V
GCCX004337	ARIIX000337	GATX 1993-C V
GCCX004340	ARIIX000340	GATX 1993-C V
GCCX004341	ARIIX000341	GATX 1993-C V
GCCX004342	ARIIX000342	GATX 1993-C V
GCCX004343	ARIIX000343	GATX 1993-C V
GCCX004344	ARIIX000344	GATX 1993-C V
GCCX004345	ARIIX000345	GATX 1993-C V
GCCX004346	ARIIX000346	GATX 1993-C V
GCCX004349	ARIIX000349	GATX 1993-C V

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

3/4/09



Robert W. Alvord